#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CANADIAN IMPERIAL BANK OF COMMERCE		07/01/2005	BANKING CORPORATION:

#### **RECEIVING PARTY DATA**

Name:	NATIONAL ELECTRONICS WARRANTY CORPORATION
Street Address:	22894 PACIFIC BOULEVARD
City:	STERLING
State/Country:	VIRGINIA
Postal Code:	20166
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2736510	POWER PLUS PROTECTION

#### **CORRESPONDENCE DATA**

Fax Number: (646)848-4455

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-848-4455 Email: jlik@shearman.com Correspondent Name: Alexandro Padres Address Line 1: 599 Lexington Avenue Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	2962/12791
NAME OF SUBMITTER:	Alexandro Padres
Signature:	/ALEXANDRO PADRES/

**TRADEMARK REEL: 003365 FRAME: 0936** 

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Date:	08/09/2006
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### RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") is made effective as of July 1, 2005 (the "Effective Date") between National Electronics Warranty Corporation, a Delaware corporation (the "Grantor") and Canadian Imperial Bank of Commerce, individually and as collateral agent (in such capacity, the "Collateral Agent") for itself and the other financial institutions from time to time signatory to the Credit Agreement.

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of July 1, 2005 between the Grantor and the Collateral Agent (the "First Lien Trademark Security Agreement"; all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the First Lien Trademark Security Agreement), the Grantor purported to grant to the Collateral Agent a continuing security interest in all of its right, title and interest in and to certain trademarks, including without limitation the trademark registration set forth on Schedule I hereto (the "Trademark");

**WHEREAS**, the grant of a security interest in the Trademark was inadvertently made in error, as the Grantor had previously assigned its entire interest in the Trademark to another party;

WHEREAS, the Security Agreement relating to the Trademark was recorded with the Trademarks Division of the U.S. Patent & Trademark Office on July 11, 2005 at Reel 3119, Frame 0328; and

WHEREAS there the parties hereto desire to record with the Trademarks Division of the U.S. Patent & Trademark Office that the Collateral Agent holds no security interest in the Trademark.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, cancels, repledges, reassigns and releases any and all security interests it has against the Trademark.

If and to the extent the Collateral Agent has acquired any right, title or interest to the Trademark, it hereby assigns and transfers such rights, title or interest to the Grantor and its assignee, as appropriate.

The Collateral Agent shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, or its successors, assigns or other legal representatives, to more fully and effectively effectuate the purposes of this Release.

Except as otherwise expressly set forth herein, all terms of the First Lien Trademark Security Agreement, including, without limitation, the security interests granted thereby, shall continue in full force and effect and are hereby ratified and confirmed.

The Grantor shall pay all expenses of the Collateral Agent and its counsel in connection with this Release and the matters contemplated hereby in accordance with Section 10.2 of the Credit Agreement.

(signature pages follow)

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

CANADIAN IMPERIAL BANK OF COMMERCE, acting through its New York

agency, as Collateral/Agent

Ву: \_\_

Name:

Gerald Girardi

Title: Canadian Imperial Bank of Commerce

Authorized Signatory

By:

Name: . George Knight

Titlemadian Imperial Bank of Commerce
Authorized Signatory

ACCEPTED AND ACKNOWLEDGED BY:

NATIONAL ELECTRONICS WARRANTY

CORPORATION

By:

Name: ANT. my P. Nader Title: Project 1 CEO

# SCHEDULE I TO THE RELEASE OF TRADEMARK SECURITY INTEREST

## Trademark Registration:

**RECORDED: 08/09/2006** 

Mark	Owner	Registration Number	Date Registered
POWER PLUS	National Electronics	2,736,510	7/15/2003
PROTECTION	Warranty Corporation		